



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Ted Stewart  
Executive Director

James W. Carter  
Division Director

355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
801-538-5340  
801-359-3940 (Fax)  
801-538-5319 (TDD)

September 9, 1994

*Replaced  
8/28/97*

TO: Board of Oil, Gas and Mining

THRU: James W. Carter, Director *JWC*

THRU: Lowell P. Braxton, Associate Director *LPB*

THRU: D. Wayne Hedberg, Permit Supervisor *DWH*

FROM: Travis W. Jones, Reclamation Specialist *TWJ*

RE: Request for Board Approval, Amount and Form of Reclamation Surety, Georgia Pacific Corporation, San Rafael - Eagle Canyon Gypsum Mine, M/015/050, Emery County, Utah

The Division seeks Board approval of the amount and form of Reclamation Surety as provided by Georgia Pacific Corporation ("GPC") for their San Rafael-Eagle Canyon Gypsum Mine, located in Emery County, Utah. This is an existing small mining operation that is being expanded to a large mining category. A \$50,000 bond, made out jointly to the Bureau of Land Management and the Division, is in effect for the operation. The mine plan describes approximately 25 acres of disturbance over the next five years; accordingly, the Division's reclamation cost estimate is based upon 25 acres of disturbance. The Division's arrived at a reclamation cost estimate of \$36,600 for 25 acres of disturbance (\$1,464 per acre). However, GPC chose to overbond in the amount of \$50,000 to cover any amendments to the total disturbed acreage that may occur during the next five years. Consequently, GPC is adequately bonded for approximately 34 acres of disturbance.

Attached for your review are copies of the following documents:

1. Summary checklist
2. Location map
3. Executive summary
4. Reclamation surety estimate
5. Reclamation Contract (FORM MR-RC)
6. Surety bond (Attachment B - MR FORM 6)

Thank you for your time and consideration of this request.

jb  
Attachments



DOGM MINERALS PROGRAM

Checklist for Board Approval  
of  
**FORM AND AMOUNT OF SURETY**

Prepared September 9, 1994

Company Name Georgia Pacific Corporation  
Mine Name San Rafael-Eagle Canyon Gypsum Mine  
File No. M/015/050

Items	Provided		Remarks
	Yes	No	
Executive Summary	X		
Location Map	X		
Reclamation Bond Estimate	X		
Signed Reclamation Contract	X		
Signed Power of Attorney/ Affidavit of Qualification	X		
Bond/Reclamation Surety	X		
Surety Sign Off (Other State/Federal Agencies)	X		Surety held jointly with BLM; both parties agree on amount of surety
RDCC contacted	X		

M015050.lst

# MINE SITE LOCATION MAP



Division of Oil, Gas & Mining  
September 7, 1994

San Rafael-Eagle Canyon  
Gypsum Mine

M/015/050

BOX ELDER

CACHE RICH

WEBER

DAVIS

MORGAN

SALT  
LAKE

SUMMIT

DAGGETT

TOOELE

UTAH

WASATCH

DUCHESNE

UINTAH

CARBON

MILLARD

SANPETE

EMERY

GRAND

SEVIER

BEAVER

PIUTE

WAYNE

IRON

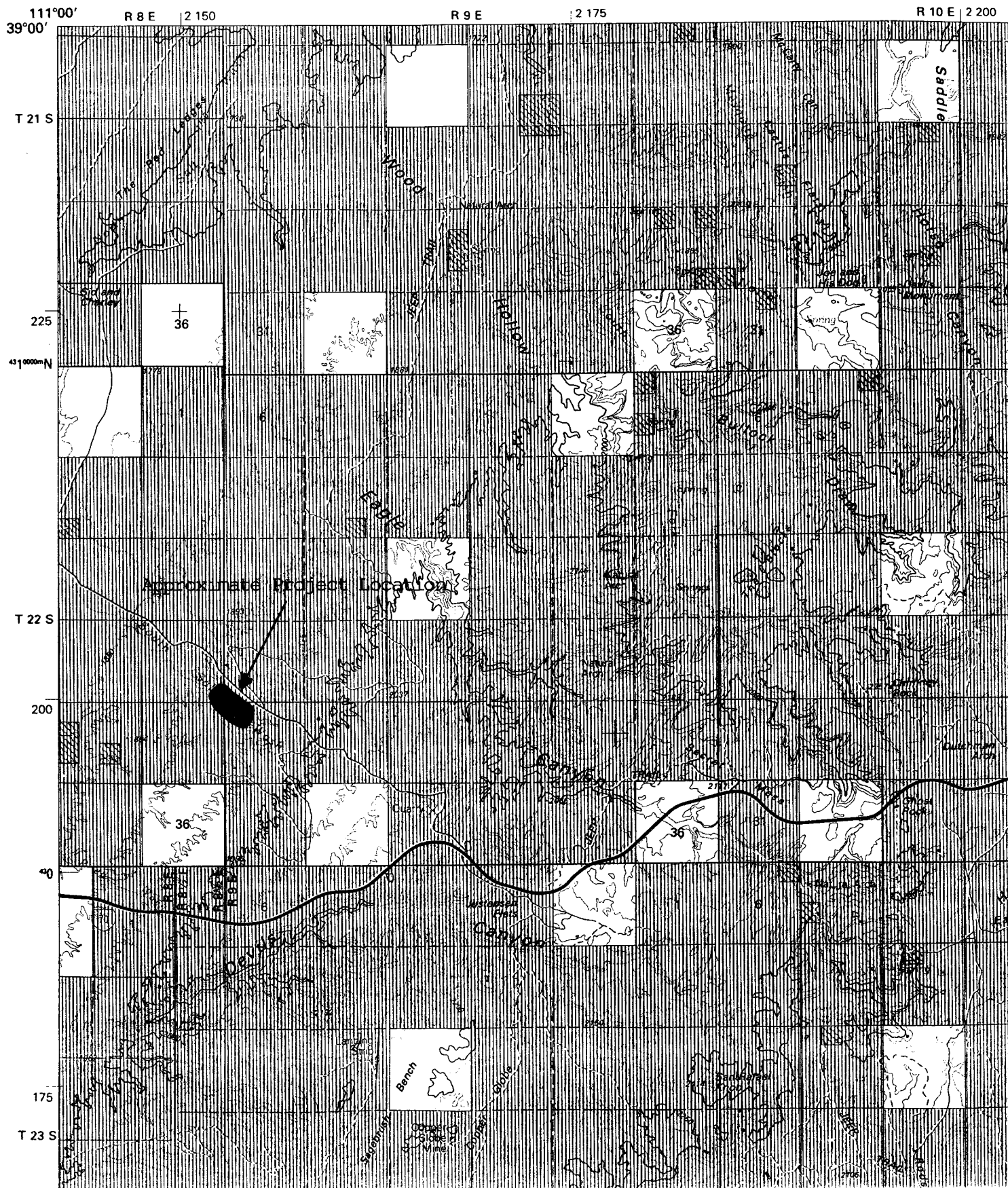
GARFIELD

SAN JUAN

WASHINGTON

KANE

# SAN RAFAEL DESERT, UTAH



## EXECUTIVE SUMMARY

Prepared September 9, 1994

Mine Name: San Rafael-Eagle Canyon Gypsum Mine I.D. No: M/015/050  
Operator: Georgia Pacific Corporation County: Emery  
P.O. Box 570080 New/Existing: Existing  
Sigurd, Utah 84657-0080 Mineral Ownership: Private  
Surface Ownership: Federal  
Telephone: (801) 896-5406 Lease No.(s): N/A  
Contact Person: Bob Shajary Permit Term: Life of Mine

Life of Mine: 20 years

Legal Description: SE/4, SE/4, Section 24, and NE/4, NE/4, Section 25, Township 22 South, Range 8 East; SW/4, SW/4, Section 19, and NW/4, NW/4, Section 30, Township 22 South, Range 9 East, SLBM, Emery County, Utah.

Mineral(s) to be Mined: Gypsum

Mining Methods: Drilling and blasting of a quarry approximately 20 feet deep.

Acres to be Disturbed: approximately 25 acres

Present Land Use: Intermittent livestock grazing, wildlife habitat

Postmining Land Use: Intermittent livestock grazing, wildlife habitat

Variances from Reclamation Standards (Rule R647) Granted: None requested

### Soils and Geology:

Soil Description: Upper one or two inches are cryptogamic soils. One to two feet of topsoil exists above the overburden.

pH: 8

Special Handling Problems: None

Geology Description: The gypsum units found on the property are found in the upper portion of the Jurassic Carmel formation. The formation strikes northeast and dips gently northwest at an angle slightly greater than topography.

### Hydrology:

Ground Water Description: Depth to groundwater unknown. Quarry will be shallow and groundwater impacts are not anticipated.

**Surface Water Description:** Area is drained by small ephemeral washes. A major dry wash is adjacent to proposed quarry area. Georgia Pacific will mitigate any impacted washes.

**Water Monitoring Plan:** Sediment basins and retention barriers are to be constructed to retain soils within the project area.

**Ecology:**

**Vegetation Type(s); Dominant Species:** Indian Rice grass, Shadscale, Crested Wheat grass  
**Percent Surrounding Vegetative Cover:** 20% - 25%

**Wildlife Concerns:** None

**Surface Facilities:** Mine access road, storage area for equipment, and storage area for explosives.

**Mining and Reclamation Plan Summary:** . . . .

**During Operations:**

1. Existing cryptogamic soils, topsoil and overburden will be stripped and stockpiled.
2. The gypsum deposit will be drilled and blasted.
3. Ore will be loaded onto trucks and hauled to the Georgia Pacific processing plant in Sigurd, Utah.

**After Operations:**

1. All mining-related equipment, structures and trash will be removed from the site.
2. Quarried areas will be regraded to slopes no steeper than 3h:1v.
3. The regraded areas will be covered sequentially with stockpiled subsoil, topsoil, and cryptogamic soils, respectively.
4. Roads and pads will be ripped and regraded where appropriate.
5. Reclaimed areas will be seeded with an approved seed mixture.

**Surety:**

**Amount:** Division holds a joint-agency surety bond for \$50,000

**Form:** Surety bond

**Renewable Term:** 5 years



# RECLAMATION ESTIMATE

Georgia Pacific

San Rafael Gypsum Mine

M/015/050

last revision 06/14/93

Emery County

Prepared by Utah State Division of Oil, Gas & Mining(HWS)

## Reclamation Details

- Post-mine land use is wildlife grazing and wildlife habitat
- All structures & equipment to be removed from the site
- Facilities/equipment: loader, dozer, blade, water trucks
- All compacted areas (loadouts, stockpile pads) to be ripped
- All trash and debris removed from site; no burning or burial onsite
- All highwalls/slopes regraded to 3h:1v or less
- All post-law roads to be regraded & ripped
- Topsoil was salvaged along with crytogamic soil
- Entire disturbed area to be drill seeded, fertilized, mulched
- Disturbed area includes mining sites, new roads & facilities
- Individual acreages used below were taken from the LMO-NOI form
- Estimated total disturbed acreage = 25.0 acre

Activity	Amount	\$/unit	\$
Rip facility areas(0.5mph)	2 acre	463	926
Rip new roads (0.5mph)	1 acre	463	463
Regrade mine areas(1.0 ft)	22 acre	327	7,194
Regrade facilities & roads	3 acre	327	981
Remove trash & debris	25 acre	50	1,250
Topsoil Redistribution(1.0 ft)	25 acre	327	8,175
Drillseed, fertilize, mulch	25 acre	400	10,000
Mobilization (2 pieces of equipment)	2 equip	1,000	2,000
	Subtotal		30,989
	Add 10% contingency		3,099
	1993-\$ Subtotal		34,088
	Add 5 yr escalation at 1.42%		2,490
	Total 1998-\$		36,578
Rounded Total in 1998-\$			\$36,600
Average cost per acre =			\$1,464

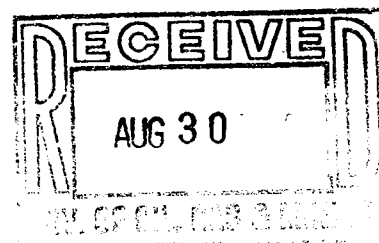
FORM MR-RC  
Revised May 28, 1993  
RECLAMATION CONTRACT

File Number M/015/050

Effective Date 9/30/94

*Replaced &  
Returned to  
operator.*

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340



RECLAMATION CONTRACT  
---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/015/050</u>
(Mineral Mined)	<u>Gypsum</u>
"MINE LOCATION":	
(Name of Mine)	<u>San Rafael - Eagle Canyon Quarry</u>
(Description)	<u>T22S, R8E, Secs 24 &amp; 25</u>
	<u>T22S, R9E, Secs 19 &amp; 30</u>
	<u>Emery County, Utah</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>34 Acres</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>Georgia Pacific Corporation</u>
(Address)	<u>P.O. Box 570080</u>
	<u>Sigurd, Utah 84657</u>
(Phone)	<u>(801) 896-5406</u>



"OPERATOR'S REGISTERED AGENT":

(Name)

Bob Shajary

(Address)

P. O. Box 570080

Sigurd, Utah 84657

(Phone)

(801) 896-5406

"OPERATOR'S OFFICER(S)":

Michael A. Vidan

"SURETY":

(Form of Surety - Attachment B)

Surety Bond - \$50,000 BLM & DOGM

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Aetna Casualty and Surety Company

"SURETY AMOUNT":

(Escalated Dollars)

Bond #

\$50,000

"ESCALATION YEAR":

1998 dollars

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Georgia Pacific Corporation the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/015/050 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated Nov. 19, 1990, and the original Reclamation Plan dated Nov. 19, 1990. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

Michael A. Vidan  
Vice-President - Gypsum Division

Authorized Officer (Typed or Printed)



Authorized Officer's Signature

gmk August 26, 1994

Date

SO AGREED this 28<sup>TH</sup> day of September, 19 94.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY



Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By

James W. Carter, Director

Date

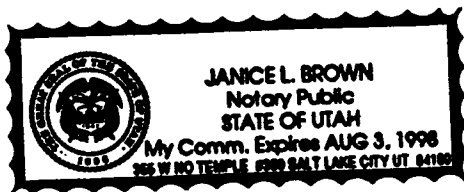
9/30/94

STATE OF Utah )

) ss:

COUNTY OF Salt Lake )

On the 30<sup>th</sup> day of September, 19 94, personally appeared before me, who being duly sworn did say that he/~~she~~, the said JAMES W. CARTER is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.



Janice L. Brown  
Notary Public

Residing at: Sandy, Utah

August 3, 1998  
My Commission Expires:

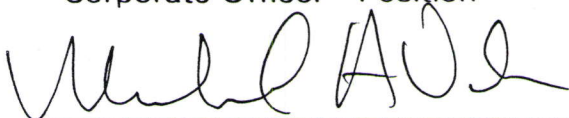


OPERATOR:

Georgia Pacific Corporation  
Operator Name

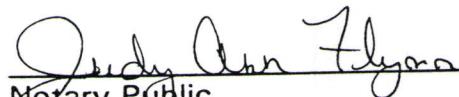
Michael A. Vidan  
By Vice-President - Gypsum Division  
Corporate Officer - Position

August 26, 1994  
Date

 Q/R  
Signature

STATE OF GEORGIA )  
 ) ss:  
COUNTY OF FULTON )

On the 26th day of August, 19 94, personally  
appeared before me Michael A. Vidan who  
being by me duly sworn did say that he ~~is~~ the said Michael A. Vidan  
is the Vice President - Gypsum Division of Georgia-Pacific Corporation  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
Michael A. Vidan duly acknowledged to me that said  
company executed the same.

  
Notary Public  
Residing at: Jonesboro, GA 30236

Notary Public, Clayton County, Georgia  
My Commission Expires February 23, 1996

My Commission Expires: \_\_\_\_\_

SURETY:

The Aetna Casualty and Surety Company  
Surety Company

By Judy S. Fleming, Attorney-in-Fact  
Company Officer - Position

August 26, 1994  
Date

Judy S. Fleming  
Signature

STATE OF Georgia )  
COUNTY OF DeKalb ) ss:

On the 26th day of August, 1994, personally  
appeared before me Judy S. Fleming who  
being by me duly sworn did say that he/she, the said Judy S. Fleming  
is the Attorney-in-Fact of The Aetna Casualty and Surety Company  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
Judy S. Fleming duly acknowledged to me that said  
company executed the same.

Deborah A. Thum  
Notary Public  
Residing at: Lithonia, GA

Notary Public, DeKalb, Georgia.  
My Commission Expires October 27, 1995

My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

ATTACHMENT "A"

Georgia-Pacific Corporation  
Operator

San Rafael - Eagle Canyon Quarry  
Mine Name

M/015/050  
Permit Number

Emery County, Utah

**The legal description of lands to be disturbed is:**

SW/4, SW/4, Section 19, Township 22 South, Range 9 East

SE/4, SE/4, Section 24, Township 22 South, Range 8 East

NW/4, NW/4, Section 30, Township 22 South, Range 9 East

NE/4, NE/4, Section 25, Township 22 South, Range 8 East